

FILED | 10/11/2023 8:04 AM  
CC-33-2021-C-72  
Morgan County Circuit Clerk  
Melanie Shambaugh

**IN THE CIRCUIT COURT OF MORGAN COUNTY, WEST VIRGINIA**

**WILLIAM H. RITTER, III, and  
DONNA JOAN RITTER,**

**Plaintiffs**

**vs.**

**Civil Action No. 21-C-72  
(Judge McLaughlin)**

**BRISTOL SPRINGS CUSTOM HOMES, LLC,**

**Defendant**

**VERDICT OF THE JURY**

We, the jury, upon the issues joined in the underlying case between William Ritter and Donna Ritter, and Bristol Springs Custom Homes, LLC, hereby find as follows:

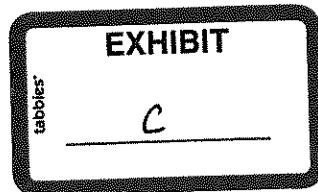
**SECTION A.  
CLAIMS OF WILLIAM RITTER AND DONNA RITTER**

**PART I. (The Ritters' claims of breach of contract against Bristol Springs Custom Homes, LLC)**

[ Please mark with an X" one, and only one, of the two choices here, (a) or (b) ]

- a. X We find that the Ritters did prove by a preponderance of the evidence that Bristol Springs Custom Homes, LLC breached the contract first.
- b. \_\_\_\_\_ We find that the Ritters did not prove by a preponderance of the evidence that Bristol Springs Custom Homes, LLC breached the contract first.

[ Please proceed to SECTION A, PART II immediately below or next ]



**PART II. (The Ritters' claims of negligence against Bristol Springs Custom Homes, LLC)**

[ Please mark with an "X" one, and only one, of the two choices here, (a) or (b) ]

- a.  We find that Bristol Springs Custom Homes, LLC was negligent in performing its work or in managing the work for the Ritters.
- b.  We find that Bristol Springs Custom Homes, LLC was not negligent in performing its work or in managing the work for the Ritters.

[ If you found that the Ritters met its burden on either Breach of Contract or Negligence, please proceed to SECTION A, PART III immediately below or next ]

**PART III. (The Ritters' damages)**

[ Here, please fill in the total amount of the Ritters' damages which you find have been established by the evidence. ]

Upon the Ritters' claims, we award to the Ritters damages in the following amount:

\$ 325,000.00 in damages.

[ Please proceed to SECTION B, Part I, immediately below or next ]

**SECTION B.**  
**CLAIMS OF BRISTOL SPRINGS CUSTOM HOMES, LLC**

**PART I. (Bristol Springs' claim for breach of contract)**

[ Please mark with an "X" one, and only one, of the two choices here, (a) or (b) ]

- a.  We find that Bristol Springs Custom Homes, LLC did prove by a preponderance of the evidence that Ritters breached the contract first.
- b.  We find that Bristol Springs Custom Homes, LLC did not prove by a preponderance of the evidence that the Ritters breached the contract first.

[ Please proceed to SECTION B, PART II immediately below or next ]

**PART II. (Bristol Springs' claim against the Ritters for unjust enrichment and Mechanic's Lien).**

[ Please mark with an "X" one, and only one, of the two choices here, (a) or (b) ]

- a.  We find in favor of the claim by Bristol Springs Custom Homes, LLC that William and Donna Ritter have been unjustly enriched by the labor and materials provided by Bristol Springs.
- b.  We do not find in favor of the claim by Bristol Springs Custom Homes, LLC that William and Donna Ritter have been unjustly enriched by the labor and materials by Bristol Springs.

[ Please proceed to SECTION B, PART IV, immediately below or next ]

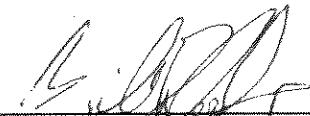
**PART III. (Bristol Springs Custom Homes, LLC's damages).**

[ Here, please fill in the total amount of Bristol Springs' damages which you find have been established by the evidence.]

Upon Bristol Springs Custom Homes, LLC's claims, we award to Bristol Springs damages in the following amount:

\$ \_\_\_\_\_ in damages.

[ Now that you have completed this verdict form,  
the foreperson should sign this jury verdict form below, and he or she  
should notify the Court's Bailiff that the jury has reached a verdict ]



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**FOREPERSON OF THE JURY**